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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Amendment #2 for PS-0369-05/DRR - Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Bob Hunter

**EXT:** 7119

**MOTION/RECOMMENDATION:**

Approve Amendment #2 for PS-0369-05/DRR Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion for an increase in scope of services and a Fixed Fee compensation total of \$2,687,807.00 and an increase to the project term, for a total of 34 months from the date of the Agreement with HKS Architects, Inc.

County-wide

Ray Hooper

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**BACKGROUND:**

PS-0369-05/DRR provides Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion.

In December 2006, the schematic design phase for the project was estimated by the Construction Manager at Risk, Skanska/Wharton-Smith, and estimating consultant, CMI, for HKS Architects, Inc. These estimates ranged from \$33 million for dormitory space, intake/release and support facilities to \$44 million for a complete build out with kitchen, laundry, medical, and administrative space. The project was scaled back to stay within the allotted \$28 million for construction of 432 beds and intake/release. Support functions such as food, laundry, medical, and administrative space were left for future phases or additional funding to the project.

In March 2007, a presentation was made to Cindy Coto, County Manager; Don Fisher, Deputy County Manager; and Steve Howard, Director of Administrative Services. This presentation confirmed that the construction cost for the project could not exceed \$28 million, and that support functions would not be initiated at this time. This confirmation occurred concurrently with the announcement of the property tax rollback.

In May 2007, the Sheriff's staff determined that a 432 new bed facility could not be operated effectively without the additional support facilities. Staff investigated several options, and determined the best option to be the addition of 288 beds, a reduction in the size of a new intake/release facility, the re-model of the existing kitchen and laundry space to accommodate the additional 288 beds, limited re-modeling of the administrative space, and to designate other existing space for future use, such as medical services. The backup documentation includes the proposal from HKS Architects, Inc. for additional design services and a copy of the Meeting Report for the Design Development Re-Design.

The additional design services proposal received from HKS Architects, Inc. for the design development re-design was initially for \$403,350.00, but staff was able to successfully negotiate this amount downward to \$187,807.00. This re-design also requires the addition of two months to the Agreement term, and will meet the immediate needs to relieve jail overcrowding, support the addition of 288 beds, and remain within the approved budget. This is a budgeted project and funds are available in Jail Project/2005 - Construction in Progress, Jail Expansion 2006 (account #010575.560650; sub-ledger #00273501).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Amendment #2 for PS-0369-05/DRR Architectural and Engineering Services for the John E. Polk Correctional Facility Expansion for an increase in scope of services and a Fixed Fee compensation total of \$2,687,807.00 and an increase to the project term, for a total of 34 months from the date of the Agreement with HKS Architects, Inc.

**ATTACHMENTS:**

1. PS-0369-05 Amendment 2 with HKS Architects, Inc.
2. PS-0369-05 Amendment 2 Backup Documentation

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

**SECOND AMENDMENT TO ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT  
SEMINOLE COUNTY JOHN E. POLK CORRECTIONAL FACILITY EXPANSION  
(PS-0369-05/DRR)**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on June 28, 2006, as amended September 26, 2006, between **HKS ARCHITECTS, INC.**, whose address is 225 E. Robinson Street, Suite 405, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, CONSULTANT and COUNTY entered into the above-referenced Agreement on June 28, 2006, as amended September 26, 2006, for architectural and engineering services for the John E. Polk Correctional Facility expansion; and



**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 22 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2, Time for Completion, of the Agreement is hereby amended to read:

**SECTION 2. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall be commenced within thirty (30) days of execution of this Agreement by the parties and shall terminate seventy (70) days

after final payment has been made to CONSTRUCTION MANAGER-AT-RISK upon completion of the Project, or not to exceed thirty-four (34) months from the date of this Agreement, whichever occurs first. However, this Section is subject to the following provisions which shall survive termination of this Agreement under this Section: All call-back inspections identified in Section 1 above and all indemnification obligations, warranties, and guarantees required hereunder. Time is of the essence concerning performance of all obligations of CONSULTANT to COUNTY under this Agreement.

2. Section 5, Compensation and Payment, of the Agreement is hereby amended to read:

**SECTION 5. COMPENSATION AND PAYMENT.**

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the sum of TWO MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SEVEN AND NO/100 DOLLARS (\$2,687,807.00). The fixed fee shall be comprised of separate fee components for each phase of this Agreement and will be billed and paid monthly as follows: (1) for pre-construction services based upon a percentage of CONSULTANT's work actually completed and accepted; and (2) for construction services, based upon a percentage of the construction work actually completed. CONSULTANT shall provide, as a condition precedent to receiving payment for any services hereunder, a schedule of services which identifies in detail the portions of its fixed fee allocated to the various Services to be provided in accordance with this Agreement. CONSULTANT shall perform all work required by the Scope of Services and the terms of this Agreement, but in no event, shall CONSULTANT be paid more than the fixed fee amount stated above, except by authorized Amendment.

(b) Payments shall be made to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

(c) In the event CONSULTANT falls behind the schedule outlined in this Agreement, no further progress payments will be made until CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved by COUNTY, or until all work has been completed and accepted by COUNTY.

(d) Additional Services are those provided by CONSULTANT at the request of COUNTY, approved in advance by COUNTY, and not otherwise a requirement of this Agreement. Additional Services shall be paid as outlined in paragraph (e) below.

(e) CHANGES IN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION. If instructed to do so by the COUNTY, CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission, or negligence of CONSULTANT, CONSULTANT may be entitled to additional compensation as Additional Services. The additional compensation shall be computed by CONSULTANT on a revised fee quotation proposal and submitted to the REPRESENTATIVE for prior written approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by written amendment to this Agreement. In all disputes arising over the right to additional compensation, COUNTY shall reasonably determine whether substantial acceptable work has been done on documents such that changes, revisions, or preparation of additional documents result in additional compensation to CONSULTANT.

COUNTY reserves the right to change CONSULTANT's Scope of Services

and CONSULTANT agrees to provide and perform such reasonable changes in services as are requested and authorized by written order by COUNTY and subject to any adjustment in compensation as set forth herein.

In the event COUNTY issues CONSULTANT a written order or directive to change the Scope of Services, and COUNTY and CONSULTANT do not arrive at a mutually acceptable change in the contractually established compensation and/or schedule at the time the written order or directive is issued, CONSULTANT shall proceed with the change in services and shall not use such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or completion of any of the services or work to be provided or performed by CONSULTANT pursuant to this Agreement. Any and all such changes in the Scope of Services which will result in a change in CONSULTANT's contractually established compensation or work schedule shall be confirmed by COUNTY's issuance of a written amendment to this Agreement.

(f) NO COMPENSATION FOR SERVICES REQUIRED DUE TO CONSULTANT'S ERRORS OR OMISSIONS. Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no professional services made necessary by any error, omission, or fault of CONSULTANT to provide or perform its duties, responsibilities, or obligations under this Agreement shall be compensated under this Agreement.

3. Exhibit A is deleted in its entirety and a new Exhibit A, attached hereto, is substitute therefor.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**(End of Agreement - Signature Page Follows)**

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

HKS ARCHITECTS, INC.

\_\_\_\_\_  
NUNZIO M. DESANTIS  
Secretary

By: \_\_\_\_\_  
H. RALPH HAWKINS  
President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC:jjr  
09/20/2007  
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## **EXHIBIT "A"**

### **TO AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR PROFESSIONAL SERVICES**

#### **Scope Of Services**

#### **SECTION 1 GENERAL**

The nature, character, COUNTY'S objective, and proposed services are described as follows:

The COUNTY desires the CONSULTANT to provide complete Architectural and Engineering services necessary to prepare schematic designs, site plans, programming, construction administration, and final construction plans and specifications for the intake, laundry, kitchen, medical and visitation areas of the John E. Polk Correctional Facility Expansion (referred to herein as the "Project").

The CONSULTANT shall provide complete professional services for the preparation of the site plans and construction plans and specifications (compatible with existing systems and structure), including but not limited to: architectural, interior design, landscape architecture, civil engineering, mechanical engineering, electrical engineering, structural engineering, environmental permitting, security systems, fire alarms, traffic/transportation consulting, environmental testing, signage and graphics, acoustical systems design, and cost estimating services necessary for successful construction.

To the extent any provisions of the Exhibit "A" conflict with the terms of the Agreement between the COUNTY and CONSULTANT, the provisions of the AGREEMENT shall take precedence.

#### **SECTION 2 CONSULTANT SERVICES**

The CONSULTANT'S Services consist of those described in the Agreement, and as supplemented herein.



## **PROGRAMMING/ DEVELOPMENT SITE SERVICES**

### **Refine Project Goals and Objectives**

A Project Advisory Committee (PAC) will be established to initiate the facility programming process and to participate throughout the process in guiding the Project Team's efforts. The COUNTY's designated representative shall be the point of contact for the CONSULTANT and have the authority and responsibility to transmit instructions, and interpret and define the PAC's input and participation pertinent to the role of the PAC.

1. The CONSULTANT, through meetings, with County staff, will identify all space needs; and identify more completely all objectives. CONSULTANT will review and update the forecasts developed in any study or plan; a clarification of the various components to be included in the proposed facility; and review and recommendations of the space standards that will guide the programming process.
2. The CONSULTANT shall provide programming services consisting of consultation to establish and document the design objectives, limitations and criteria, flexibility and expandability, site requirements, development of preliminary budget for the Work based on programming and scheduling studies, and security criteria for the Project.
3. At the completion of the Programming Phase, provide a cost estimate based on Square footage using narratives and other Programming Phase deliverables.

### **Develop Space Standards**

1. Expand upon the space standards, including utilizing personnel as a basis for forecasting spatial requirements, as well as preparation of space guidelines for departments that are less staff-intensive and more equipment-oriented. Refinement of the space standards shall be consistent with the American Correctional Association (ACA) and Florida Model Jail Standards (FMJS).
2. Develop prototypical space layouts for the various sections within the Project.

### **Traffic, Transportation, and Parking Assessment**

Identify parking requirements for employees, visitors, and Correctional Facility vehicles through the year 2020. Identify the number of person trips generated by employees and visitors relative to the Project through an initial survey instrument. Through this analysis, an estimate will be made of future parking requirements. This information will assist the COUNTY, as well as other local officials, in their determination of roadway improvement priorities relative to long-range development plans, as well as additional parking requirements needed at the PROJECT site.

### **Develop Detailed Operational and Architectural Program**

Develop a detailed spatial program for the new facility components that will reflect the year 2020 personnel and operational requirements. Apply both departmental and building gross factors to the net square footage to determine the total square footage requirements for the Project or components.

**Component Role:** Each component of the Project will be defined according to its mission and relationship with other Project components. This will be defined in

both verbal and graphic terms.

**Functional Description:** Each function to be included within the Project will be described according to management philosophy, physical relationships to other components, mission, security concept, and general staffing guidelines.

**Spatial Allocations:** Each individual space to be included in the Project components will be defined according to net and sectional gross factors. Tables will be prepared for all spaces disaggregated by Project component that quantifies the amount of space for each area within the Project.

**Functional Relationships/Adjacencies:** With the development of net and gross square footage requirements, functional relationship diagrams will be prepared that illustrates the proposed relationships of all spaces within the Project. These diagrams will provide an organizational structure for the Project design and will establish the required "building footprint".

**Space Schematics/Flow Diagrams:** consisting of diagrammatic studies and pertinent descriptive text for human, vehicular and material flow patterns that include circulation patterns for the public, the incarcerated, and staff.

#### Existing Facilities Surveys

These surveys shall consist of researching, assembling, reviewing and supplementing the information for the Project involving alterations and additions to existing facilities or determining new space usage in conjunction with new building program and including: Photography, Field Measurements, and Review of existing data.

At the end of performance of the tasks of this section, a detailed Operational and Architectural Program will be completed. The Operational and Architectural Program will ultimately provide the design team with the required information to initiate the design of each component of the Project. All tasks required of this section shall be fully completed on or before September 14, 2006. The CONSULTANT will present three (3) options to allow the COUNTY to select which portions of the overall Jails' needs identified in the program can be constructed within the budget.

#### Design Review Services

As conceptual, schematic, design development and construction documents are prepared by the CONSULTANT, the CONSULTANT will carefully review these documents to confirm compliance with the operational objectives of the COUNTY as expressed through the operational intent and architectural space program.

#### Site Development Services

The CONSULTANT shall perform Site Analysis and Selection that consist of the following: identification of potential site(s), on-site observations, traffic and transportation systems and parking studies, topography analysis, analysis of deed, zoning and other legal restrictions, overall site analysis and evaluation, and comparative site studies.

#### Site Development and Planning

This shall consist of preliminary site analysis, and preparation and comparative evaluation of conceptual site development designs based on the following: land utilization, structures placement, facilities development, development phasing, site related traffic and transportation systems and circulation and parking, utilities systems, surface and subsurface conditions, ecological requirements, deeds, zoning and other legal restrictions, and landscape concepts and forms.

#### Detailed Site Utilization Assessment

This shall consist of detailed site analyses, based on the approved conceptual site development design including the following: land utilization, structures placement, facilities development, development phasing, traffic and transportation systems and circulation and parking, utilities systems, surface and subsurface conditions, soil report, vegetation, slope analysis, ecological requirements, deeds, zoning and other legal restrictions, and landscape concepts and forms.

#### On-site Utility Assessment

This shall consist of established requirements and preparing initial designs of the following: electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, communication systems, and telecommunications, CATV, and lightning protection. Coordination with Florida Power and Light concerning their Performance Contracting Program is necessary.

#### Off-site Utility Assessment

This shall consist of the following: confirmation of location, size and adequacy of utilities serving the site, determination of requirements for the connections to utilities.

#### Site Testing

CONSULTANT shall advise the COUNTY of all site testing which the CONSULTANT deems necessary to satisfactory perform its obligations under this agreement. Upon COUNTY'S concurrence, the CONSULTANT shall undertake the performance of all such necessary and approved site testing. Testing outside of that provided in the Scope of Services will be considered as an additional service.

#### Threshold Inspection

CONSULTANT shall provide a structural inspection plan for use by County's threshold inspector. The threshold inspector shall send regular reports to the CONSULTANT, County Building Official, Owner's Representative, CONSTRUCTION MANAGER-AT-RISK and County Representative. The threshold inspector shall comply with all

applicable state and local codes and ordinances.

#### COMPLIANCE

The CONSULTANT shall revise all drawings, specifications, and other documents prepared by CONSULTANT pursuant to this Agreement when such revisions are required by reasonable interpretations of current, or, prior to starting Construction Documents due to any enacted or revised federal, state, or local codes, laws or regulations, including but not limited to those relating to accessibility for disabled persons. Specifically, CONSULTANT (prior to start of Construction Documents) shall comply with reasonable interpretations of the Americans with Disabilities Act, the Florida Accessibility Code and their promulgating regulations if revisions are adopted after completion of Design Development and those revisions impact the design, the CONSULTANT shall be compensated as an additional service to correct the design to comply with the revisions.

### **B. SCHEMATIC DESIGN PHASE**

#### GENERAL REQUIREMENTS

1. The CONSULTANT shall review with the County alternative approaches to design and construction of the Project.
2. Schematic design documents shall include drawings, outline specifications, and cost estimates developed in sufficient detail to indicate the exterior design of the Project, the functional relationships of all interior areas, the relationship of the Project to the site and other existing buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems. The cost estimate shall be itemized to include all major categories of the Work.
3. In consultation with the COUNTY, the CONSULTANT shall determine and evaluate the general requirements of the Project, the scope of work, space and architectural requirements, impacts of the established construction budget, the total project time schedule, availability and location of utilities, and the requirements of applicable approving authorities.
4. The CONSULTANT shall provide an evaluation of the program, schedule, and construction budget, each in terms of the other.
5. The CONSULTANT shall meet with the COUNTY to present and review the Schematic Design documents along with alternative approaches to the design documents of this Project. The meeting location shall be as directed by the COUNTY. Timely approval of the schematic design submittal shall be made and obtained before final payment for that phase of work may be issued and before proceeding with the Design Development Phase.

#### REQUIRED DOCUMENTS

1. Architectural design services during the Schematic Design Phase shall respond to program requirements and consist of:

- A. Site plans, including parking areas.
  - B. Building floor plans.
  - C. Building sections and elevations.
  - D. Development of dimensions, areas, and volumes.
  - E. Selection of building systems and materials.
  - F. Perspective sketches, if required.
  - G. Study models, if required.
  - H. Preliminary exiting plan and code analysis (Basis of Design).
  - I. Floor plans and building sections indicating area/occupancy separations & rated walls.
  - J. Identify circulation patterns for the public, staff, and the incarcerated.
  - K. Identify holding areas for inmates and circulation patterns including sallyport.
2. Civil design services during the Schematic Design Phase shall consist of consideration of alternate materials and systems and development of conceptual design solutions for:
- A. On-site utility systems.
  - B. Off-site utility work assessment.
  - C. Fire protection systems.
  - D. Drainage systems.
  - E. Paving.
  - F. Environmental Level 1 assessment issues
  - G. New and existing roadways
  - H. Right of way/ setback requirements
3. Structural design services during the Schematic Design Phase shall consist of recommendations regarding basic structural materials and systems, preliminary analyses, establishment of design criteria and loads, development of conceptual design solutions, and narrative descriptions covering the following:
- A. The recommended structural system.
  - B. Alternate structural systems.
4. Mechanical design services during the Schematic Design Phase shall consist of evaluation of alternate systems and equipment, including life cycle cost analysis, and development of conceptual design drawings and narrative descriptions covering the following:
- A. HVAC systems and equipment
  - B. Approximate space requirements for HVAC systems and equipment
  - C. Energy conservation concepts.
  - D. Energy/fuel sources.
  - E. Plumbing fixtures and equipment.
  - F. Fire sprinkler system.
5. Electrical design services during the Schematic Design Phase shall consist of evaluation of alternate systems and equipment and development of conceptual design drawings and narrative descriptions covering the following:
- A. Power service and distribution
  - B. Lighting interior and exterior
  - C. Telephones
  - D. Fire detection and alarm systems.
  - E. Emergency and stand-by power systems.

- F. Security systems.
  - G. Electronic communications-inclusive voice, data, and video networks, and CCTV and CATV.
  - H. Special electrical systems.
  - I. Approximate space requirements for electrical equipment and systems
  - J. Cable and Fiber Optic systems
  - K. Telecommunications Pathway / Distribution design
  - L. Grounding / Lightning protection
  - M. Elevators
  - N. Electrical systems for cafeteria equipment
6. Landscape design services during the Schematic Design Phase shall consist of a preliminary list of plants, systems and equipment, and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives, environmental determinants, and water conservation.
  7. Interior requirements established during the Schematic Design Phase shall consist of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment in order to establish:
    - A. Partition locations.
    - B. Furniture and equipment layouts.
  8. Narrative descriptions during the Schematic Design Phase shall consist of:
    - A. Identification of potential architectural materials, systems and equipment, and their criteria and quality standards.
    - B. Investigation of availability and suitability of alternative architectural materials, systems and equipment.
    - C. Similar documentation for all other disciplines.
  9. Construction cost estimate services during the Schematic Design Phase shall consist of development of a probable construction cost for the correctional facility Project based on the schematic design documents, utilizing current and historic square foot costs, or other unit costs, including an appropriate design contingency.

## **C. DESIGN DEVELOPMENT PHASE**

### **GENERAL REQUIREMENTS**

1. Design development documents shall include drawings and abbreviated specifications developed from the schematic design documents in greater detail to confirm or adjust, as required, all aspects of the schematic design documents and shall include a revised cost estimate reflecting the more detailed development.
2. Based on the approved schematic design documents and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT shall prepare, for approval by the COUNTY, design development documents consisting of drawings and other documents to fix and describe the size and character of the correctional facility Project as to architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate.
3. The CONSULTANT shall meet with the COUNTY to present and review the design development documents. The meeting location shall be as directed by the

COUNTY. Timely approval of the design development submittal shall be made and obtained before payment may be issued and before proceeding with the Construction Documents Phase.

4. The CONSULTANT shall meet with all applicable State and local agencies, utilities, and other regulatory agencies, and shall provide the COUNTY with a list of all contacts made and a written summary of the results of those meetings.

#### REQUIRED DOCUMENTS

1. Architectural design services during the Design Development Phase shall consist of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, form, size and appearance of the Project including:

- A. Site plan.
- B. Building floor plans.
- C. Building sections and elevations.
- D. Typical construction details.
- E. Final materials selections.
- F. Equipment layouts.
- G. Identification and resolution of all code issues.
- H. Exiting plan and code analysis (Basis of Design).
- I. Floor plans and building sections indicating area/occupancy separations & rated walls.

2. Civil design services during the Design Development Phase shall consist of continued development of civil schematic design documents, and development of preliminary specifications to establish the final scope and preliminary details for on-site and off-site civil engineering work relative to:

- A. Site access.
- B. Site fire protection (hydrant locations, fire flows, and fire truck access).
- C. Site utility connections and layout.
- D. Site drainage
- E. Site paving, curbs & gutters, and sidewalks.

3. Structural design services during the Design Development Phase shall consist of continued development of the selected structural system. Minimum information to be provided in the Design Development Phase documents shall be as follows:

- A. Basic structural system and dimensions.
- B. Final structural design criteria and loads.
- C. Foundation plan.
- D. Preliminary sizing of major structural components.
- E. Critical clearances (for coordination with other disciplines).
- F. Floor and roof framing plans.
- G. Major building sections/elevations.
- H. Preliminary structural specifications.

4. Mechanical design services during the Design Development Phase shall consist of continued development of mechanical schematic design documents, and development of preliminary specifications. Minimum information to be provided in the

Design Development Phase documents shall be as follows:

- A. Approximate HVAC equipment sizes and capacities, in schedule format.
- B. HVAC equipment locations (correlated to schedules).
- C. Main HVAC ductwork and piping systems layouts with sizes.
- D. Required chases for ductwork and piping.
- E. Identification of energy conservation methods.
- F. Temperature control system schematic diagram(s).
- G. Plumbing fixtures and equipment, in schedule format.
- H. Plumbing fixture/equipment locations (correlated to schedules).
- I. Main plumbing piping systems layouts with sizes and invert elevations.
- J. Catalogue cuts on all HVAC equipment and plumbing fixtures.
- K. Preliminary technical specifications for all materials, systems and equipment.
- L. Preliminary HVAC load calculations (both input and output).
- M. Building floor plan(s) with each thermal zone outlined.
- N. Locations of fire sprinkler system components (fire riser, anti-freeze loops, etc.).

5. Electrical design services during the Design Development Phase shall consist of continued development of electrical schematic design documents, and development of preliminary specifications. Minimum information to be provided in Design Development Phase documents shall be as follows:

- A. Lighting, power, and communications systems plans.
- B. Lightning protection / grounding
- C. Sizes, capacities and locations of major system components (transformers, panels, generators, etc.) and MDF / IDF equipment rooms.
- D. Light fixture schedule (correlated to the drawings).
- E. Catalogue cuts on all light fixtures and major equipment.
- F. Required chases and clearances for conduit and cabling.
- G. Model Energy Code compliance calculations.
- H. One-line diagrams illustrating power distribution.
- I. Life safety system components identified and located (fire alarm panel, fire alarm devices, emergency lights, exit lights, etc.).
- J. Preliminary technical specifications for all materials, systems and equipment.
- K. Elevators
- L. Electrical systems for kitchen equipment

6. Landscape design services during the Design Development Phase shall consist of continued development of landscape schematic design documents, and development of abbreviated specifications and materials lists to establish the final scope and preliminary details for landscape work, including preliminary landscaping and irrigation plans.

7. Interior design services during the Design Development Phase shall consist of continued development of interior schematic design documents, and development of abbreviated specifications to establish the final scope and preliminary details relative to:

- A. Special interior design features.
- B. Materials, finishes and colors.
- C. Furniture, furnishings and equipment selections (if applicable).

8. The Design Development Phase specifications submittal shall be a bound and indexed project manual. The specifications shall be a preliminary version of all sections that are to be included in the Construction Documents.



9. The Design Development Phase construction cost estimate shall be a detailed line item estimate thoroughly broken down to include estimated quantities for all major items of work.

#### **D. CONSTRUCTION DOCUMENTS PHASE**

##### **GENERAL REQUIREMENTS**

1. From approved/Design Development Documents, prepare and satisfactorily complete within the time allowed Construction documents and a detailed construction cost estimate for approval by the COUNTY. Thoroughly check and coordinate all drawings and specifications prior to submitting them to the COUNTY.
2. Revise the Construction Documents as may be required as a result of plan checking. The CONSULTANT must maintain maintenance of submittals w/duplicate for the COUNTY.
3. The CONSULTANT shall meet with the COUNTY and review the Construction Documents after all plan check comments have been incorporated into the Construction Documents. The meeting location shall be as directed by the COUNTY. Documents to be presented and reviewed at this meeting shall include Supplemental General Conditions, bid alternates, and the Bid Proposal Form. Approval of the Construction Documents submittal shall be obtained before proceeding with the printing of the bid documents.
4. Prior to printing the bid documents, the CONSULTANT shall ascertain all on-site utility company connection and/or permit fees, including fees to be charged by the utility company for work to be performed by the utility company.
5. Preparing and delivering to the COUNTY and CONSTRUCTION MANAGER-AT-RISK any applications for permits as identified in the Scope of Services.

##### **REQUIRED REVIEWS & APPROVALS**

1. The CONSULTANT shall provide written confirmation developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK that approval of the Construction Documents has been obtained by all applicable governmental authorities having jurisdiction of the project.
2. The CONSULTANT shall obtain review comments from the applicable County and/or Municipal Government agencies. Review comments that either conflict with COUNTY requirements or which substantially affect the project cost shall be brought to the attention of the COUNTY for resolution.

##### **PLAN CHECKING**

The CONSULTANT shall provide sufficient (a maximum of 10 complete sets) including an electronic set of Construction Documents and calculations for review by designated plan checkers. Final Construction Documents shall be complete including all interdisciplinary coordination. Structural, mechanical and electrical calculations shall be bound and indexed. Computer calculations shall include both input and output and shall be clearly correlated to the Construction Documents. Following are the minimum

calculations required for each project (as they are applicable to the selected systems):

A. Structural Calculations

1. Complete vertical and lateral load calculations for all aspects of the structure. Calculations shall be neatly prepared and organized so that an independent peer reviewer can check the validity of the calculations.
2. Computer programs used shall be clearly identified. Both input and results shall be fully documented.

B. Heating, Ventilating, and Air Conditioning Calculations

1. HVAC load calculations (both input and output).
2. Building envelope compliance calculations (Model Energy Code).
3. Air handler/fan e.s.p. calculations (for all fans).
4. Duct static regain calculations (if applicable).
5. Pump head calculations.
6. Expansion tank sizing calculations.
7. General summary of central plant equipment selection criteria.

C. Plumbing Calculations

1. CW pipe sizing calculations.
2. HW pipe sizing calculations.
3. Gas pipe-sizing calculations (if applicable).
4. Roof drain pipe sizing calculations.
5. Miscellaneous pipe sizing calculations (compressed air, vacuum, etc.).
6. Water heater sizing calculations.
7. Sand/oil and/or grease interceptor sizing calculations.
8. Special equipment calculations (air compressors, vacuum pumps, water softeners, etc.).

D. Electrical Calculations

1. Model energy code compliance calculations.
2. Lighting calculations (for all spaces in building).
3. Feeder voltage drop calculations.
4. Short circuit calculations.
5. Service load calculation.
6. Telecommunications building industry compliance.

2. The responsible architects and engineers, in accordance with the requirements of the State licensing shall seal drawings, specifications, and calculations submitted to the COUNTY for review.

3. The CONSULTANT shall provide written responses to all plan check comments within fourteen (14) days of receipt thereof.

4. The CONSULTANT shall incorporate appropriate solutions to all plan check comments into the Construction Documents and revise the construction cost estimate accordingly.

5. The CONSULTANT shall review and approve or take other appropriate action upon CONSTRUCTION MANAGER-AT-RISK'S submittals such as Shop Drawings, Product data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken within fourteen (14) days.

## **E. CONSTRUCTION PHASE - ADMINISTRATION PHASE of the CONSTRUCTION CONTRACT**

### **GENERAL REQUIREMENTS**

1. The CONSULTANT shall provide construction administration services as described in the General Conditions and herein.
2. The CONSULTANT shall provide technical assistance to COUNTY personnel throughout the Construction Phase.

### **SITE VISITS**

CONSULTANT, shall make no less than one (1) site visit a week during construction of the Project as well as at all critical stages of construction or as requested by COUNTY to determine in general if the work is proceeding in a manner indicating that the work when completed will be in accordance with the Contract Documents. Such visits shall be made when the CONSULTANT either is advised by the CONSTRUCTION MANAGER-AT-RISK or the COUNTY of critical stages in construction or when deemed necessary by the CONSULTANT. In addition the CONSULTANT shall attend all regularly scheduled or specially set meetings.

### **INTERPRETATIONS**

The CONSULTANT will be the interpreter of the Drawings and Specifications. The CONSULTANT shall, within fourteen (14) days time, render such written interpretations as may be necessary for proper execution of the Work. All interpretations and decisions by the CONSULTANT shall be consistent with the intent of the Contract Documents. In addition to attending a regularly scheduled weekly project construction meeting the CONSULTANT agrees to up to 24 additional meetings during the Construction Phase at the request of the COUNTY.

### **CHANGE ORDERS**

1. The CONSULTANT shall prepare Change Orders and Construction Change Directives for review and approval by the COUNTY.
2. The CONSULTANT shall issue no order to contractors that might commit the COUNTY to extra expenses, or otherwise amend the CONSTRUCTION MANAGER-AT-RISK Agreement without first obtaining the approval of the COUNTY.
3. The CONSULTANT shall prepare drawings, specifications and other supporting documentation as required to facilitate changes in the Work directed by the Owner as an additional service.
4. The CONSULTANT shall review and evaluate proposals from the CONSTRUCTION MANAGER-AT-RISK regarding changes in the Work.

#### MINOR CHANGES IN THE WORK

The CONSULTANT shall have authority to order minor changes in the Work, which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such minor changes shall be consistent with the intent of the Contract Documents and shall be implemented only through written order.

#### SHOP DRAWING REVIEW

The CONSULTANT shall review shop drawings and submittals for conformance with the design concept expressed in the Contract Documents. Shop drawings and submittals shall be reviewed within fourteen (14) days of receipt thereof.

#### CONTRACTOR'S REQUESTS FOR PAYMENT

Based upon site observations and the CONSTRUCTION MANGER-AT-RISK'S Requests for Payment, the CONSULTANT shall review and evaluate the amounts claimed by the CONSTRUCTION MANAGER-AT-RISK. Requests for payment shall be reviewed each month at the project site with the CONSTRUCTION MANAGER-AT-RISK and the COUNTY REPRESENTATIVE.

#### CONTRACTOR CLAIMS

The CONSULTANT shall review and evaluate claims relating to the execution and progress of the Work. Decisions in matters relating to aesthetic effect shall be consistent with the intent of the Contract Documents. Decisions regarding performance by the CONSTRUCTION MANAGER-AT-RISK are subject to approval by the COUNTY.

#### AS-BUILT DRAWINGS

The CONSULTANT shall continually monitor and evaluate the progress and quality of the CONSTRUCTION MANAGER-AT-RISK as-built drawings (blueprints and electronic) set, which shall indicate the complete project as constructed, including dimensioned locations and sizes of buried utility lines. At a minimum, the CONSULTANT shall review the as-built drawings each month, prior to evaluating the CONSTRUCTION MANAGER-AT-RISK Request for Payment.

#### COMMISSIONING

The CONSULTANT shall attend and direct all required systems commissioning (primarily for mechanical, electrical and life safety systems).

#### PROJECT COMPLETION AND GUARANTEES

The CONSULTANT shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the COUNTY all records, written warranties and related documents required by the Contract Documents.

### OPERATING & MAINTENANCE MANUALS

The CONSULTANT shall review all Operating & Maintenance manuals for compliance with the project specifications.

### RECORD DRAWINGS

1. The CONSULTANT shall prepare a set of electronic CADD files on a CD containing updated architectural plans showing changes in the work issued by the architect during construction. This information will not reflect the actual as-built conditions as produced by the CONSTRUCTION MANAGER-AT-RISK. Those documents will be a separate submittal by the CONSTRUCTION MANAGER-AT-RISK.
2. The Record Drawing CADD files will be provided to the COUNTY at no additional cost.
3. When the Project has been designed with the use of CADD, the CONSULTANT shall furnish the COUNTY a final set of computer disks in CADD. The drawings on the computer disks shall not include the Architect's stamp. Each computer disk shall include a copy of all externally referenced drawings.

### ERRORS AND OMISSIONS

The CONSULTANT shall assist the COUNTY and prepare drawings and specifications, which are needed to correct project deficiencies resulting from the CONSULTANT'S errors or omissions. The CONSULTANT will be responsible for additional construction costs (non-added value additional construction cost recoverable under applicable law as actual damages), which result from errors and/or omissions in the Contract Documents.

## **F. DESIGNS, ANALYSIS, PLANS & SPECIFICATIONS**

### PERMIT APPLICATIONS

Prepare and deliver applications for permits to the CONSTRUCTION MANAGER-AT-RISK and COUNTY. COUNTY shall pay all permit fees and agency review fees.

Agencies and permits shall include, but shall not be limited to:

1. Florida Department of Environmental Protection
  - a. Domestic Water Distribution System Connection Permit
  - b. Wastewater Collection/Transmission System Construction Permit
2. Florida Department of Transportation
  - a. Utility Permit
  - b. Driveway Permit and Drainage Permit
  - c. Right of Way Utilization Permit (if applicable)
3. Seminole County Development Review
4. St. John's River Water Management District Permit
  - a. Storm Water Permit
  - b. Sewer Capacity Applications
5. City of Sanford Site Plan Review

6. Others as required

#### LANDSCAPE AND IRRIGATION DESIGN

##### A. General Project Landscape and Irrigation Portion of Work including:

1. Setup Project CADD base sheets.
2. Project administration; maintain complete Project records, etc.
3. Attend at least six public/Project coordination meetings/hearings.

##### B. Conceptual Landscape and Irrigation Work including:

1. Prepare at least two 30 scale (30" x 42") conceptual landscape designs for the site and a brief report for concept evaluation.
2. Prepare at least one 30 scale (30" x 42") conceptual irrigation design for the landscaping and a brief report for concept evaluation.
3. Prepare rough construction cost estimates for the above conceptual landscape and irrigation designs for evaluation.

##### C. Preliminary Landscape and Irrigation Contract Documents including:

1. Prepare preliminary Contract Documents for the 30%, 60%, and 90% submittal to the County for review and comments.
2. Make minor revisions to the landscape and irrigation submittals required by the County for approval of these documents.

##### D. Final Landscape and Irrigation Contract Documents including:

1. Prepare final Contract Documents for the 100% submittal to the County for review and comments by COUNTY and bidding by CONSTRUCTION MANAGER-AT-RISK.
2. Prepare final contract specifications for inclusion in bidding documents.
3. Sign and seal prints of the above documents going to reviewing agencies.
4. Evaluate and provide recommendation on construction bids for this portion of the Project.

##### E. Perform Site Observations and Field Reports including:

1. Perform at least two site observations of the installed landscaping irrigation system, and, prepare field reports of observed conditions and/or corrections that need to be made.

#### INTERIOR DESIGN SERVICES FOR FURNITURE AND EQUIPMENT SELECTION AND SPECIFICATION

1. The general intent and purpose for the interior spaces shall be studied by the CONSULTANT for conformance with the concept of the building. Interior Design Services shall include the determination of quantities and types of furniture, equipment and accessories required by the COUNTY, through a series of work sessions with the appropriate team members and COUNTY'S representatives and to include a review and evaluation.

2. The specification of the furniture, equipment and accessories shall be developed within the budget established by the COUNTY. During the design process a statement of probable costs will be compiled to comply with the COUNTY'S budget.

3. Documents created for the Design Phase shall be coded plans and specifications, provided in notebook format, indicating location and complete description of all the furniture, equipment and accessories using brand name or equal specifications. Also included in the notebooks are the maintenance data and test data from each manufacturer for the specified items. These documents can be used by the COUNTY'S Purchasing and Contracts Division for the basis of a competitive bid package for all-interior furnishings, equipment and accessories. Evaluation or inventory of existing furniture is included. The CONSULTANT will coordinate the delivery, installation, and movement/transfer of all new and existing furniture, equipment and accessories.

#### COST CONSULTING SERVICES

1. At the completion of the Programming Phase, provide an estimate developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK based on square footage using narratives and other Programming Phase deliverables.
2. At the completion of the Schematic Design Phase, provide an estimate developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK based on square footage using the Schematic Phase architectural drawings and Engineering narratives.
3. During the Design Development Phase, provide an estimate developed in collaboration with the COUNTY'S CONSTRUCTION MANAGER-AT-RISK that would include all 16 CSI divisions. This estimate would use architectural and engineering drawings, specifications, and narratives. This estimate would be prepared to coordinate with the Value Engineering (VE) session.
4. At the completion of the Design Development Phase, update the previous design Development Phase estimate to reflect revisions resulting from the VE session.
5. During the Construction Document Phase, provide an audit/critique of the CONSTRUCTION MANAGER-AT-RISK'S estimate at a mutually agreed upon point within the phase. This section does not preclude any of the cost estimates required by the Scope of Service at any other phase of the Project.

#### SIGNAGE AND GRAPHIC CONSULTING SERVICES

##### Analysis including:

1. Projecting Objectives inclusive of
  - a. Goals
  - b. Schedules
2. Make graphics standards for the existing project
3. Evaluating primary circulation patterns and potential problem areas, points, and ingress.
4. Researching all applicable codes and criteria governing the facility.

##### Conceptual Design

1. Preparation of conceptual design and development of a graphics program that will clearly identify, circulate, and educate through concise messages that address the following functional and aesthetic issues:

#### Functional

- a. Ingress/Egress
- b. Access from Parking Areas
- c. Access from Common Area
- d. Room Numbering Configurations
- e. Code Conformance
- f. ADA requirements
- g. Florida Modal Jail Standards requirements
- h. American Correctional Association requirements
- i. Durability, Maintenance

#### Aesthetic

- a. Consistency between current and planned Architecture and Interior Design
- b. Image
- c. Standardization of Size
- d. Typography
- e. Color and Materials

### SECURITY DESIGN CONSULTING SERVICES

Analyze Project needs and produce drawings and specifications compatible with the current system and include the following:

- A. Secured access control at building entries and interior areas.
- B. Video surveillance of building interiors and access to interior secured areas.
- C. Main Control
- D. Perimeter fencing
- E. Necessary security control in inmate holding areas and circulation patterns
- F. Connectivity with existing security system.

#### As-Built Drawings

Review as-built drawings for submittal to regulatory agency. The as-built drawings as submitted and certified by the CONSTRUCTION MANAGER-AT-RISK'S certified Land Surveyor and reviewed by the CONSTRUCTION MANAGER-AT-RISK shall be a combination of CADD disks, and reproducible drawings.

#### Energy Efficiency

The CONSULTANT shall evaluate energy efficient products and systems for the application in the Project and shall coordinate with Florida Power and Light concerning their Performance Contracting Program.

#### Recycled Materials

The CONSULTANT shall evaluate and recommend for the use recycled building materials for the application on the Project, and shall provide a listing of recycled materials which are specified to be included in the Construction Documents.



## **Scope of Services**

### **Design Development Re-Design**

- Re design of the building to reflect one new two story housing building of two 72 bed pods per floor for a total of 288 beds. To include related building support and housing support.
- Provide for a free standing new intake – release building which could possibly be a pre-engineered building with minimal security enhancements (no classification or property storage will be provided).
- Reduce floor to floor heights.
- Deletion of the previously designed two story building and related programmed spaces for intake / release, property, records / classification, video visitation.
- New connector corridors will remain but be reduced in length.
- Central energy plant expansion will remain as it is, planned for future expansions.
- Bush Blvd will now remain current path. Delete previous re routing of Bush Blvd and modifications to the Animal Control parking.
- Provide for a clear level parcel of land to the south of the new 2 story building for future expansion.
- Provide for a modified perimeter fence enclosure.
- New south retention pond will remain for future expansion and be enlarged to absorb the displacement of the existing pond to the west of the existing vehicle sally port.
- Minor demolition and cosmetic renovation will be done inside the existing facility to the area vacated by the existing intake – release functions.
- Provide for two (2) additional Design Development user group meetings, one of which will specifically address door function and hardware.
- Provide for additional Design Development Phase plotting, printing and distribution.
- Provide new Design Development for Architectural, Graphics, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape, Voice-Data, Interior Design, Audio-Visual, and Security.
- Provide a Design Development estimate (provided for in basic services). Task not performed yet.
- Provide for coordination of disciplines.
- Provide for additional preliminary civil / site meetings with city site plan review and related authorities to present to them the revised site plan. The site plan was previously reviewed with the original design. Wetland mitigation or meetings related to existing wetlands are not included.

### **Schedule**

- Provided that authorization to proceed is granted immediately, it is anticipated that the design professional can have the new scope Design Development Phase ready for re submittal and owner sign-off in approximately 45 days. Structural and Engineering being the critical path due to extent of the re design.
- This re design will add approximately 45 additional days to the original agreed to project design schedule as presented in Section 1 Services and Delivery Schedule of our Architectural and Engineering Services Agreement and as indicated on the attached revised design schedule.

June 15, 2007

Mr. Scott Werley  
Construction Manager  
Facilities Maintenance Division  
Seminole County  
205 West County Home Road  
Sanford, Florida 32773

Re: John E. Polk Correctional Facility Expansion  
(PS - 0369 - 05 / DRR)  
HKS # 10134.001

Dear Scott:

We are pleased to provide this proposal for additional professional design services for the above referenced project. As discussed, this proposal reflects the implementation of the new project scope changes for the Design Development Phase that were discussed and agreed to at our project coordination meeting on May 24, 2007. This scope is further documented in the May 24, 2007 HKS attached sketch entitled "Option - A" and the attached May 24, 2007 HKS/DLR Seminole County Jail Expansion DD redesign - Probable Building Costs. These costs have not been substantiated by a professional estimator.

#### Scope of Services

- Re design of the building to reflect one new two story housing building of two 72 bed pods per floor for a total of 288 beds. To include related building support and housing support.
- Provide for a free standing new intake - release building which could possibly be a pre engineered building with minimal security enhancements (no classification or property storage will be provided).
- Reduce floor to floor heights.
- Deletion of the previously designed 2 story building and related programmed spaces for intake / release, property, records / classification, video visitation,
- New connector corridors will remain but be reduced in length.
- Central energy plant expansion will remain as it is, planned for future expansions.
- Bush Blvd will now remain its current path. Delete previous re routing of Bush Blvd and modifications to the Animal Control parking.

1 of 4

- Provide for a clear level parcel of land to the south of the new 2 story building for future expansion.
- Provide for a modified perimeter fence enclosure.

- New south retention pond will remain for future expansion and be enlarged to absorb the displacement of the existing pond to the west of the existing vehicle sally port.
- Minor demolition and cosmetic renovation will be done inside the existing facility to the area vacated by the existing intake – release functions.
- Provide for two (2) additional Design Development user group meetings, one of which will specifically address door function and hardware.
- Provide for additional Design Development Phase plotting, printing and distribution.
- Provide new Design Development for Architectural, Graphics, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Landscape, Voice-Data, Interior Design, Audio-Visual, and Security.
- Provide a Design Development estimate (provided for in basic services). Task not performed yet.
- Provide for coordination of disciplines.
- Provide for additional preliminary civil / site meetings with city site plan review and related authorities to present to them the revised site plan. The site plan was previously reviewed with the original design. Wetland mitigation or meetings related to the existing wetlands are not included.

#### Schedule

- Provided that authorization to proceed is granted immediately, it is anticipated that the design professional can have the new scope Design Development Phase ready for re submittal and owner sign-off in approximately 45 days. Structural and Engineering being the critical path due to the extent of the re design.
- This re design will add approximately 45 additional days to the original agreed to project design schedule as presented in Section 1 Services and Delivery Schedule of our Architectural and Engineering Services Agreement and as indicated on the attached revised design schedule.

#### Compensation

For the services specified above

- Services Fee Adjustment \$187,807.00
- Expense Allowance \$ 1,000.00
- Total \$188,807.00

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- These fees include an expense allowance for direct costs such as additional reproduction, postage and delivery, travel and long distance communication for the additional services defined herein.

Basic services for the Construction Document Phase, Bidding / Negotiation Phase and Construction Contract Administration Phase will remain as identified in Section 1, (a), (7), (C), and (8) through (23) of our Architectural and Engineering Services Agreement.

#### General Provisions

- Related project expenses will be billed and reimbursed from an allowance as identified in the Architectural and Engineering Services Agreement dated 25 June, 2006.
- All other terms and conditions shall be in accordance with the terms and conditions of the Architectural and Engineering Services Agreement dated 25, June, 2006.
- Tasks not identified above, or tasks requiring additional specialty consultants will be in addition to this proposal. Specialty consultants will not be retained without specific written authorization by Seminole County.

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If you are in agreement with this proposal, please sign both copies, retain one for your files and return the other to me. Once again, thank you very much for the opportunity to be of continued service to Seminole County.

\_\_\_\_\_  
Matthew T. Clear, AIA

\_\_\_\_\_  
Date

Principal  
HKS Architects, Inc.

\_\_\_\_\_  
Scott Werley  
Construction Manager  
Facilities Maintenance Division  
Seminole County.

\_\_\_\_\_  
Date

Cc: Mr. Pete Markham  
Mr. John Richardson  
Mr. Bill Stimson

Attachments:

HKS May 24, 2007 scope definition meeting report.  
HKS / DLR "Option - A" May 24, 2007  
HKS / DLR Probable Building Costs, May 24, 2007  
HKS Design Production Schedule

# HKS

## MEETING REPORT

DATE OF MEETING: May 24, 2007  
DATE OF ISSUE: June 14, 2007  
PROJECT: Seminole County Jail

PRESENT: Representing HKS Inc. (HKS):  
Mr. Bill Stimson  
Representing DLR Group (DLR):  
Mr. Tim Gibson  
Representing Seminole County (SC):  
Mr. Scott Werley  
Mr. Pete Markham  
Representing Seminole County Corrections (SCC):  
Ms. Penny Fleming  
Major Michael Tidwell  
Mr. David Diggs

LOCATION: Facilities Conference Room  
PURPOSE: Design Development Re-Design  
ATTACHMENTS: Option A, B, C and probable construction cost

## DISCUSSION:

Item No.	Discussion	Action Required By
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### I. General

- A. Ms. Fleming, speaking for Seminole County Sheriffs Department, informed all attendees that Major Tidwell had tendered his resignation from Seminole County effective June 1, 2007
- B. Seminole County has retained David W. Diggs to replace Major Tidwell. Mr. Diggs was the previous John E. Polk Jail administrator for Seminole County for many years. He has come out of retirement.
- C. Mr. Diggs understands the Seminole County operations. It is his preliminary desire to keep the jail expansion project moving forward and to retain decisions and directions previously agreed to. HKS / DLR are to now include him in any information exchange or announcements and invitations.

## II Design Discussion

- A. The original intent of this meeting was to present to the user and the owner a status up date on the progress of the previously agreed to re design of the Design Development Phase Package. After the original DD submission on March 28, 2007 the design professionals, the owner and user agreed that more square footage needed to be taken out of the project to respond to the owner signing a \$28 million dollar GMP with the CM. The design team was informed previously that the CM fees would be coming out of that number.
- B. At a previous meeting the user, owner, CM and design team agreed to re design the DD Phase package again to reflect a new project which will be one, three story housing building with 2 housing pods of 72 beds per floor for a total of 432 beds. No other programmed functions will be constructed at this time, except the CEP and connector corridors and reduced site work.
- C. Skanska has confirmed, with a preliminary estimate and qualification statement, that the above referenced three story housing building can be constructed within the \$28 million GMP allowance.

## III Design Modifications.

- A. Major Tidwell and the user group have evaluated their operational needs and feel that in order to construct new beds that the addition of the intake - release, medical and kitchen programmed areas still needs to be brought back into the project. If beds are added, these infrastructure functions are needed.
- B. HKS / DLR re stated the budget limitations. Preliminary calculations were done to develop a housing square footage limitation. The Skanska SD estimate costs were used as they were the most accurate. SD costs for the medical, kitchen and intake - release were also used.
- C. After a lengthy discussion, it was agreed by all parties that the only way to put the above referenced programmed areas back into the project was to further reduce the housing beds.
- D. The user agreed to now have one, two (2) story housing building of two 72 bed pods per floor for a total of 288 beds. HKS informed the user that that would be close to the 2010 project need at move in. There would be no growth beds available at move in.
- E. It was further agreed that the housing building would keep it's previously agreed to floor plan but be moved a little closer to the existing facility. The intake - release would be placed in its own one story separate building. That building type can be a non secure pre engineered building with masonry side walls to 10 feet. A simple masonry bearing and bar joist building may be used instead depending on input from Skanska.
- F. Medical will be limited to the area vacated by the existing intake release when it moves out to the new building.
- G. Kitchen - Laundry will limited to their existing footprints. New finishes and new equipment will be added to respond to the 2010 programmed bed count. The kitchen infrastructure will be designed and installed to accommodate future equipment when bed additions can be afforded in the future.

- H. There will be no provisions for classifications or property storage when the new intake - release building is designed. A new sally port of the same size as the existing will be provided.
- I. No site work will be done to the area to the south. That area will be left open to future housing as agreed to in the master plan.
- J. Floor to floor heights will be reduced in the housing as previously agreed to.
- K. The new zone office will be omitted. That function can be directed to existing control #2. CCTV is still included in the areas to be designed.
- L. Video Visitation is also out of the project. Scott informed the team that the auto dealership on 17-92 is not available anyway.
- M. HKS / DLR had arrived at three options today based on the above and previous discussions. Option A, B and C. The user and owner selected option A.

III Action items

- A. HKS will meet with their consultants to review the decisions today.
- B. HKS will revise their DD re design proposal for Scott Werley which will respond to today's selected Option A.
- C. HKS / DLR will take Option A from today's sketch to a CADD level SD layout and schedule another meeting with the user group and their new leader.

**END OF MEETING**

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This report is assumed to be a true and accurate account of this meeting, unless written notification to the contrary is received within ten (10) working days of the date of issue of this report.

Respectfully Submitted,

William A. Stimson, AIA  
Project Manager  
HKS Architects, Inc

cc: All Present  
Consultants